

JS 44 (Rev. 06/17)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

DOLLAR PLUS FURNITURE, INC.

(b) County of Residence of First Listed Plaintiff Philadelphia  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Leonidis N. Koletas, Esquire  
LAW OFFICES OF LEONIDIS N. KOLETAS - 101 E. Eighth Avenue,  
Suite 208, Conshohocken, PA 19428 (484) 674-1490

## DEFENDANTS

State Farm Fire and Casualty Company

County of Residence of First Listed Defendant McLean, IL  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Yolanda Konopacka DeSipio, Esquire, 960 Harvest Drive, Building B,  
Suite 100, Blue Bell, PA 19422; (267) 654-1116

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332, 1441 &amp; 1446

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

 DEMAND \$  
 75,000.00

 CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/20/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: 4734 Spruce Street, Philadelphia, PA 19139  
 Address of Defendant: One State Farm Plaza, Bloomington, IL 61701-0001  
 Place of Accident, Incident or Transaction: 4734 Spruce Street, Philadelphia, PA 19139

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 11/20/2018

*Jolanda Gonzales Espino*  
 Attorney-at-Law / Pro Se Plaintiff

62170

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FEHA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, \_\_\_\_\_, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: \_\_\_\_\_

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

DOLLAR PLUS FURNITURE, INC.	:	
	:	
v.	:	CIVIL ACTION NO.
	:	
STATE FARM INSURANCE COMPANIES	:	
t/a/d/b/a STATE FARM FIRE AND	:	
CASUALTY COMPANY	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( X )

11/20/18

Date

Yolanda Konopacka DeSipio

Attorney-at-law (Attorney for Defendant)

267-654-1116

Telephone

267-654-1122

FAX Number

desipio@bbs-law.com

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

DOLLAR PLUS FURNITURE, INC.

v.

STATE FARM INSURANCE COMPANIES  
t/a/d/b/a STATE FARM FIRE AND  
CASUALTY COMPANY

:  
:  
:  
:  
:  
:  
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CIVIL ACTION NO.

**NOTICE FOR REMOVAL OF CIVIL ACTION  
FROM STATE COURT**

AND NOW, comes Defendant, State Farm Fire and Casualty Company, (incorrectly designated as State Farm Insurance Company), for the purpose only of removing the case to the United States District Court for the Eastern District of Pennsylvania and respectfully avers as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, at October Term 2018, No. 03074.
2. Said action was commenced on October 23, 2018, when Plaintiff filed a Complaint, which is attached hereto as Exhibit "A".
3. Plaintiff's Complaint was served on Defendant on October 24, 2018.
4. 28 U.S.C. §1446(b) provides that, "The notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based."

5. The averments made herein are true and correct with respect to the date and time upon which suit was commenced and the date upon which this notice is being filed, and this notice of removal is being filed within 30 days of service of the Complaint in accord with 28 U.S.C. §1446(b).

6. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is a citizen of the Commonwealth of Pennsylvania. Defendant, State Farm Fire and Casualty, as a corporation organized and existing under the laws of the State of Illinois, is a citizen of that state with its principal place of business at One State Farm Plaza in Bloomington, Illinois.

7. Defendant, State Farm Fire and Casualty Company has, simultaneously with the filing of this notice, given written notice to Plaintiff.

8. Defendant, State Farm Fire and Casualty Company, is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Philadelphia County.

9. The Complaint asserts what is entitled as a breach of contract claim, and a bad faith claim against Defendant. (Exhibit "A".)

10. Defendant seeks to remove this matter to the United States District Court for the Eastern District of Pennsylvania. Defendant asserts that the amount in controversy in this matter exceeds \$75,000. As the moving party, defendant bears the burden of proving that jurisdiction is proper in federal court. *Russ vs. State Farm Mut. Auto. Ins. Co.*, 961 F.Supp. 808, 810 (E.D. Pa. 1997).

11. In determining whether the jurisdictional amount has been satisfied, the Court must first look at the complaint. *Angus vs. Shiley, Inc.*, 989 F.2d 142, 145 (3rd Circ. 1993).

12. The underlying lawsuit as alleged in the Complaint arises out of Defendant's handling and investigation of a loss under Plaintiff's business policy which is alleged to have occurred on March 21, 2017<sup>1</sup> at a commercial property operated by Plaintiff. The claim involves theft from the store.

13. Count I of the Complaint requests damages for breach of contract. It is alleged that State Farm has failed to pay benefits owed under the policy and Plaintiff seeks contractual damages as well as attorneys' fees and costs.

14. Exhibit "B" attached to the Complaint contains an initial list of claimed damages with an alleged value of \$19,148.00. (See Exhibit "A" at paragraph 7 and the initial list attached to the Complaint as "B".)

15. Count II of the Complaint alleges that State Farm acted in bad faith in the handling of the claim (i.e. failing to investigate the claim properly or promptly; denying the claim based on a falsehood told by State Farm's agent; denying the claim based on an "irrelevant" certificate; willfully, wantonly and maliciously applying a narrow reading of the policy language), and it seeks damages for punitive damages, attorneys' fees and costs, and statutory interest. (Exhibit "A", paragraphs 16 and 17.)

16. Punitive damages are available under Pennsylvania state law for bad faith under §8371 and, accordingly, are considered part of the amount in controversy. *West Chester Univ. Found. v. Metlife Ins. Co., of Connecticut*, 2016 WL 492438, (E.D. Pa., 2016.)

17. Attorney's fees must also be included in determining the amount in controversy. *Neff vs. General Motors Corp.*, 163 F.R.D. 478, 482 (E.D. Pa. 1995). It would not be unreasonable

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<sup>1</sup> Plaintiff's complaint alleges the date of loss as March 21, 2017; however, the police report identifies the date as March 20, 2017.



to expect that over the course of an approximate nine-month litigation of this nature, counsel could incur costs and fees in an amount approaching \$25,000.

18. Because of the lack of definitiveness in the Complaint, Defendant has asked if Plaintiff would agree to capping its damages in total at \$75,000 in the current action in order to avoid removal to this court. (See Exhibit “B”).

19. Plaintiff’s attorney sent email correspondence to State Farm’s counsel in which he stated “Feel free to remove. If this goes anywhere, there is no reason to limit my client's bad faith claim.” (Exhibit “C”).

20. Where both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied. *Bell vs. Preferred Life Assurance Soc’y*, 320 U.S. 238, 240, 88 L. Ed. 15, 64 S. Ct. 5 (1943). If Plaintiff is able to sustain a finding of bad faith, although the propriety of same is disputed by moving Defendant, it is not unreasonable to expect that a punitive damage award five or six times the amount in controversy, or beyond, could be rendered by the trier of fact.

21. “If appropriately made . . . claims for punitive damages will generally satisfy the amount in controversy requirement because it cannot be stated to a legal certainty that the value of the plaintiff’s claim is below the statutory minimum.” *Huber v. Taylor*, 2008 WL 2697774, 3 (3rd Cir. 2008) (citing *Golden ex rel. Golden v. Golden*, 382 F.3d 348 (3rd Cir. 2004), abrogated on other grounds by *Marshall v. Marshall*, 126 S.Ct. 1735 (2006); *Koerner v. Geico*, 2017 WL 2180357, 2017 (M.D. Pa., May 18, 2017); *Hamm v. Allstate Prop. & Cas. Ins. Co.*, 908 F. Supp. 2d 656 (W.D. Pa. 2012). See also *Frederico v. Home Depot*, 507 F.3d 188 (3rd Cir. 2007).


22. In consideration of the facts that Plaintiff’s demand for bad faith damages includes punitive damages as well as statutory interest, attorneys’ fees and costs, and Plaintiff has refused

to agree that its case has a value of less than \$75,000 in damages, it is respectfully suggested that the requisite \$75,000.00 amount in controversy jurisdictional threshold under 28 §1332(a) for removal to Federal Court has been met.

23. A jury trial of twelve is demanded.

WHEREFORE, Defendant, State Farm Fire and Casualty Company, hereby removes this suit to this Honorable Court pursuant to the laws of the United States.

BY:

  
YOLANDA KONOPACKA DESIPIO, ESQUIRE  
BENNETT, BRICKLIN & SALTZBURG LLC  
Attorneys for Defendant  
Attorney ID No: 62170  
960 Harvest Drive  
Building B, Suite 100  
Blue Bell, PA 19422  
(267) 654-1100



**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

DOLLAR PLUS FURNITURE, INC.

v.

STATE FARM INSURANCE COMPANIES  
t/a/d/b/a STATE FARM FIRE AND  
CASUALTY COMPANY

CIVIL ACTION NO.

**NOTICE FOR REMOVAL**


**TO:** Leonidas N. Koletas, Esquire  
LAW OFFICES OF LEONIDAS N. KOLETAS  
101 E. Eighth Avenue, Suite 208  
Conshohocken, PA 19428

**PLEASE TAKE NOTICE** that defendant, State Farm Fire and Casualty Company, has filed in this Court a verified Notice for Removal of the State Court action, *Dollar Plus Furniture Inc. v. State Farm Insurance Company t/d/b/a State Farm Fire and Casualty Company*, now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, October Term 2018, at No. 03074.

**PLEASE TAKE FURTHER NOTICE** that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania.

**PLEASE BE ADVISED** that by virtue of 28 U.S.C. §1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

BY:

  
YOLANDA KONOPACKA DESIPIO, ESQUIRE  
BENNETT, BRICKLIN & SALTZBURG LLC  
Attorneys for Defendant  
Attorney ID No: 62170  
960 Harvest Drive  
Building B, Suite 100  
Blue Bell, PA 19422  
(267) 654-1100

Date: 11/20/18

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

DOLLAR PLUS FURNITURE, INC.

v.

STATE FARM INSURANCE COMPANIES  
t/a/d/b/a STATE FARM FIRE AND  
CASUALTY COMPANY

CIVIL ACTION NO.

**DEFENDANT'S CERTIFICATION OF FILING OF  
COPY OF NOTICE OF REMOVAL WITH STATE COURT**

I, Yolanda Konapacka DeSipio, being duly sworn according to law, state that I am an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, State Farm Fire and Casualty Company; and that I did direct the filing with the Prothonotary of the Court of Common Pleas of Philadelphia County a copy of the Notice of Removal, attached hereto, said filing to be made on or about November 20, 2018.

BY:

  
YOLANDA KONOPACKA DESIPIO, ESQUIRE  
BENNETT, BRICKLIN & SALTZBURG LLC

Attorneys for Defendant

Attorney ID No: 62170

960 Harvest Drive

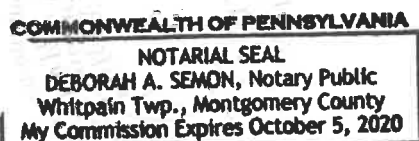
Building B, Suite 100

Blue Bell, PA 19422

(267) 654-1100

Sworn to and subscribed before me  
this 20<sup>th</sup> day of November, 2018.

  
NOTARY PUBLIC



IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA


DOLLAR PLUS FURNITURE, INC.	:	
	:	
v.	:	
	:	
STATE FARM INSURANCE COMPANIES	:	CIVIL ACTION NO.
t/a/d/b/a STATE FARM FIRE AND	:	
CASUALTY COMPANY	:	

**CERTIFICATE OF SERVICE**

I, Yolanda Konopacka DeSipio, being duly sworn according to law, state that I am an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, State Farm Fire and Casualty Co., and that a true and correct copy of this Removal Petition was filed electronically and is available for viewing and downloading from the Electronic Case filing system, and that a copy has been served via United States Mail, postage pre-paid, which constitutes service upon the following counsel of record:

Leonidas N. Koletas, Esquire  
LAW OFFICES OF LEONIDAS N. KOLETAS  
101 E. Eighth Avenue, Suite 208  
Conshohocken, PA 19428

BY:

  
YOLANDA KONOPACKA DESIPIO, ESQUIRE  
BENNETT, BRICKLIN & SALTZBURG LLC  
Attorneys for Defendant  
Attorney ID No: 62170  
960 Harvest Drive  
Building B, Suite 100  
Blue Bell, PA 19422  
(267) 654-1100

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

DOLLAR PLUS FURNITURE, INC.

v.

STATE FARM INSURANCE COMPANIES  
t/a/d/b/a STATE FARM FIRE AND  
CASUALTY COMPANY

CIVIL ACTION NO.

AFFIDAVIT

I, being duly sworn according to law, do hereby depose and state that I am an attorney for Defendant, State Farm Fire and Casualty Company, the Petitioner in the foregoing Notice of Removal, that I have been duly authorized by the Petitioner to execute this Affidavit, that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

  
YOLANDA KONOPACKA DESIPIO, ESQUIRE

Date: 11/20/18

Sworn to and subscribed before me  
this 20<sup>th</sup> day of November, 2018.

  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

DEBORAH A. SEMON, Notary Public  
Whitpain Twp., Montgomery County  
My Commission Expires October 5, 2020

NOTARIAL SEAL

DEBORAH A. SEMON, Notary Public  
Whitpain Twp., Montgomery County  
My Commission Expires October 5, 2020

# **EXHIBIT “A”**

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

OCTOBER 2018

003074

PLAINTIFF'S NAME DOLLAR PLUS FURNITURE, INC.		DEFENDANT'S NAME STATE FARM INSURANCE COMPANIES	
PLAINTIFF'S ADDRESS 4734 SPRUCE STREET PHILADELPHIA PA 19139		DEFENDANT'S ADDRESS PO BOX 106169 ATLANTA GA 30348	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other: <input type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	<input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>DOLLAR PLUS FURNITURE, INC.</u> Papers may be served at the address set forth below.		FILED PROTHONOTARY OCT 23 2018 M. BRYANT	
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY LEONIDAS N. KOLETAS		ADDRESS 101 E. EIGHTH AVENUE SUITE 208 CONSHOHOCKEN PA 19428	
PHONE NUMBER (484) 674-1490	FAX NUMBER (484) 342-0001		
SUPREME COURT IDENTIFICATION NO. 39814		E-MAIL ADDRESS lkoletaslaw@gmail.com	
SIGNATURE OF FILING ATTORNEY OR PARTY LEONIDAS KOLETAS		DATE SUBMITTED Tuesday, October 23, 2018, 01:37 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 07/30/2019

You must still comply with the notice below. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

This matter will be heard by a Panel of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the arbitrators may, in their sole discretion, proceed with the arbitration and enter a decision on the merits of the case. There is no right to a trial de novo or appeal from a decision entered by a Judge.

Office of the Clerk of the Court

Suite 208  
Conshohocken, PA 19428  
(484) 674-1490  
Attorney I.D. #: 39814

Attorney for Plaintiff

Dollar Plus Furniture, Inc.  
4734 Spruce Street  
Philadelphia, PA 19139

Court of Common Pleas

Philadelphia County

v.

State Farm Insurance Companies, t/a/d/b/a  
State Farm Fire and Casualty Company  
Po Box 106169  
Atlanta, GA 30348-6169

October Term, 2018

NO:

### **CIVIL ACTION - COMPLAINT** **NOTICE TO DEFEND**

#### **NOTICE**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that, if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in this Complaint or for any other relief requested by the plaintiff.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.** If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

#### **PHILADELPHIA BAR ASSOCIATION LAWYER REFERRAL AND INFORMATION SERVICE**

One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333, TTY (215) 451-6197  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333, TTY (215) 451-6197

#### **AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE.** Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio, vaya en persona o llame por teléfono a la oficina cuya dirección se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

#### **ASOCIACIÓN DE LICENCIADOS DE FILADELPHIA SERVICIO DE REFERENCIA E INFORMACIÓN LEGAL**



**LAW OFFICES OF LEONIDAS N. KOLETAS**  
**BY: Leonidas N. Koletas, Esquire**  
101 E. 8<sup>th</sup> Avenue  
Suite 208  
Conshohocken, PA 19428  
(484) 674-1490  
Attorney I.D. #: 39814

**Attorney for Plaintiff**

Dollar Plus Furniture, Inc.	:	Court of Common Pleas
4734 Spruce Street	:	
Philadelphia, PA 19139	:	Philadelphia County
	:	
v.	:	
	:	
State Farm Insurance Companies, t/a/d/b/a	:	October Term, 2018
State Farm Fire and Casualty Company	:	
Po Box 106169	:	
Atlanta, GA 30348-6169	:	NO:

**CIVIL ACTION - COMPLAINT**

**COUNT I**

**Breach of Contract - Fire Loss**

1. Plaintiff, is a licensed Pennsylvania Corporation, with principal place of business located at the above-referenced address.
2. Defendant, is an insurance company, licensed and authorized to do business in the Commonwealth of Pennsylvania, and having it's principal place of business, the above captioned address.
3. At all times material hereto, a contract of property insurance existed between the parties. A copy of said policy number 98-C3-R012-3 is attached hereto, incorporated herein, and marked Exhibit "A".
4. At the time the aforementioned policy was issued, Defendant included a theft deletion endorsement which precluded claims for theft.

5. In order to remove the theft deletion endorsement and provide coverage for theft, Plaintiff was required to install a security system at its place of business.
6. Prior to March 21, 2017, Plaintiff installed the security system and provided a certificate of installation to State Farm agent Frank Napoli, Defendant's agent, servant, or employee with instructions to remove the theft deletion endorsement.
7. On March 21, 2017, Plaintiff suffered a theft loss at its place of business. An initial itemization of the products stolen is attached hereto, incorporated herein, and marked Exhibit "B".
8. Defendant opened a claim for the aforementioned loss, and assigned it claim number 38-1125-2M6.
9. During Defendant's review of the claim, Defendant's agent Frank Napoli denied receiving the security system installation certificate prior to March 21, 2017.
10. As a result of Frank Napoli's denial, Defendant denied Plaintiff's claim for losses.
11. It is averred that receipt of the certificate of installation is, in reality, irrelevant as Plaintiff complied with Defendant's request in a timely fashion.
12. Defendant continues to refuse to pay Plaintiff.
13. As a result of Defendant's refusal to pay, Plaintiff has suffered further financial losses in the form of attorney fees and costs in an attempt to resolve this dispute.

Wherefore, it is respectfully requested this Honorable Court enter judgement in favor of Plaintiff and, against Defendant in the amount not in excess of Fifty Thousand (\$50,000.00) Dollars, as well as attorney fees and costs.

**COUNT II**  
**Bad Faith**

14. Plaintiff incorporates paragraphs 1-13 inclusive as if fully set forth at length herein
15. Defendant's refusal to pay and actions surrounding that decision were made in bad faith.
16. Defendant's bad faith actions include, but are not limited to:
  - a. Failing to properly investigate the claim presented;
  - b. Failing to promptly investigate this claim;
  - c. Denying Plaintiff's claim based on a an untruth told by Defendant's agent;
  - d. Basing a denial of coverage over the irrelevant receipt of a certificate of installation, when what was relevant was the actual existence of the security system on Plaintiff's property;
  - e. Willfully, wantonly, and maliciously seeking a narrow reading of their policy language, in contravention of Pennsylvania law, so as to limit it's financial outlay in this matter and endanger their insured's assets;
  - f. Failing to pay Plaintiff under the terms of this contract;
  - g. failing to perform its duties pursuant to the terms of the insurance contract;
  - h. Violating the Statutes of this Commonwealth and the regulations as set forth by the Insurance Commissioner of this Commonwealth.
17. As a result of Defendant's bad faith actions, Plaintiff is entitled to interest, punitive damages, court costs and attorney's fees pursuant to 42 Pa.C.S. §8971.

Wherefore, it is respectfully requested this Honorable Court enter judgement in favor of Plaintiff and, against Defendant in the amount not in excess of Fifty Thousand (\$50,000.00) Dollars as well as attorney fees and costs.

Respectfully Submitted,




---

LEONIDAS N. KOLETAS, ESQUIRE

**VERIFICATION**

LEONIDAS N. KOLETAS, ESQUIRE, hereby states that he is attorney for the Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



\_\_\_\_\_  
LEONIDAS N. KOLETAS, ESQUIRE  
Attorney for Plaintiff

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 07/30/2019

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This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court with the same effect for parties.

~~There is no right to a trial de novo on appeal from a decision entered by a judge~~

Office of Judicial Records



EXHIBIT B

4734 Spruce St.  
Phila. PA - 19139  
415-869-6476 - Norelco  
267-769-6415 - store.

claim # 38-1125-2116  
Policy # 98C3R0123  
date of loss = 8-21-2017

- ① Printer Rp-8610 = 423.00
- ② Mack machine = 5000.00
- ③ ASUS Touch Series Desktop = 600.00
- ④ Door tamperly made = 300.00
- ⑤ Still Permanent Door = 1500.00
- ⑥ Sharp Regulator GRA320 = 525.00
- ⑦ Register money = 260.00
- ⑧ Black leather back Keychain = 350.00
- ⑨ 18 cartons of cigarette = 1800.00
- ⑩ Case of milk eggs bar = 250.00
- ⑪ Box of wine Dadsong = 30.00
- ⑫ Energy drink Box = 60.00
- ⑬ Various jewelry = 2200.00
- ⑭ Silver del laptop = 600.00
- ⑮ Various cellphone repair = 380.00
- ⑯ Sony 5.1 DVD home theater = 140.00
- ⑰ Box of Mr. Slap = 100.00
- ⑱ Shampoo = 250.00
- ⑲ Blue Ray DVD player = 100.00
- ⑳ Black Slapping vest = 30.00
- ㉑ mm. Spitzer blue shirt = 40.00
- ㉒ Radiant heater = 40.00
- ㉓ Laundry ticket roll = 300.00

# 18648.00

Total merchandise of loss + damage = 18648.00  
w/ day of lost business = 500.00

Total \$ 19148.00

OWNER - Masi, Z. MENEN AKTAR  
CO-Owner - Norelco Broadway.



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This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a Judge of the court without the consent of the parties.

~~There is no right to a trial de novo on appeal from a decision entered by a Judge~~

Office of the Clerk of the Court



EXHIBIT A



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS  
3 Ravinia Drive  
Atlanta GA 30346-2117

**INLAND MARINE ATTACHING DECLARATIONS<sup>L</sup>**

<b>Policy Number</b>	<b>98-CS-R012-3</b>
----------------------	---------------------

<b>Policy Period</b> 12 Months	<b>Effective Date</b> DEC 8 2017	<b>Expiration Date</b> DEC 8 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-13-2654-FA3F F Z

**Named Insured**

DOLLAR PLUS FURNITURE INC  
4732 SPRUCE ST  
PHILADELPHIA PA 19139-4427

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8799	Inland Marine Conditions
FE-8743	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
OCT 12 2017  
FD-6007

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Case ID: 181003074  
699-600 v.2 (05-31-2013) (v1332)



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
Atlanta GA 30346-2117

**Named Insured**

AT2

M-13-2654-FA3F F Z

000535 3125  
DOLLAR PLUS FURNITURE INC  
4732 SPRUCE ST  
PHILADELPHIA PA 19139-4427



**RENEWAL DECLARATIONS**

**Policy Number** 98-C3-R012-3

Policy Period	Effective Date	Expiration Date
12 Months	DEC 8 2017	DEC 8 2018

The policy period begins and ends at 12:01 am standard time at the premises location.

**Agent and Mailing Address**  
FRANK NAPOLI  
7229 MARSHALL RD  
UPPER DARBY PA 19082-4831  
  
PHONE: (610) 284-1430

**Retail Sales Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 3,119.00

Discounts Applied:  
Years in Business  
Protective Devices

Prepared  
OCT 12 2017  
CMP-4000

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Case ID: 181003077

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10/18/2017 11:11:11 AM

**RENEWAL DECLARATIONS (CONTINUED)**

Retail Sales Policy for **DOLLAR PLUS FURNITURE INC**  
 Policy Number **98-C3-R012-3**

**SECTION I - PROPERTY SCHEDULE**

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	4732 SPRUCE ST PHILADELPHIA PA 19139-4427	No Coverage	\$ 152,400	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**SECTION I - INFLATION COVERAGE INDEX(ES)**

Cov A - Inflation Coverage Index: N/A  
 Cov B - Consumer Price Index: 245.5

**SECTION I - DEDUCTIBLES**

Basic Deductible \$1,000

**Special Deductibles:**

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$1,000		

Other deductibles may apply - refer to policy.

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 OCT 12 2017  
 CMP-4000

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## RENEWAL DECLARATIONS (CONTINUED)

Retail Sales Policy for DOLLAR PLUS FURNITURE INC  
 Policy Number 98-C3-R012-3

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Brands And Labels	\$25,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis).	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000

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 OCT 12 2017  
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**RENEWAL DECLARATIONS (CONTINUED)**

Retail Sales Policy for **DOLLAR PLUS FURNITURE INC**  
 Policy Number **98-C3-R012-3**

Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$10,000
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$10,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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 OCT 12 2017  
 CMP-4000

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Case ID: 18100747



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**RENEWAL DECLARATIONS (CONTINUED)**

Retail Sales Policy for DOLLAR PLUS FURNITURE INC  
Policy Number 98-CS-R012-3

RENEW

**SECTION II - LIABILITY**

<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
<b>AGGREGATE LIMITS</b>	<b>LIMIT OF INSURANCE</b>
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

CMP-4100	Businessowners Coverage Form
CMP-4238.1	*Amendatory Endorsement
FE-3659	*Actual Cash Value Endorsement
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4825	Brands and Labels
CMP-4705	Loss of Income & Extra Expense
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4706	Back-Up of Sewer or Drain
CMP-4704	Dependent Prop Loss of Income
CMP-4703	Utility Interruption Loss Incm
CMP-4766	Theft Deletion (Cov B Only)
FD-6007	Inland Marine Attach Dec

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OCT 12 2017  
CMP-4000

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**RENEWAL DECLARATIONS (CONTINUED)**

**Retail Sales Policy for DOLLAR PLUS FURNITURE INC**  
**Policy Number 98-C3-R012-3**

\* New Form Attached

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This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Yawell*  
Secretary

*Michael F. Lyman*  
President

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OCT 12 2017  
CMP-4000

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**RENEWAL DECLARATIONS (CONTINUED)**

Retail Sales Policy for DOLLAR PLUS FURNITURE INC  
Policy Number 98-C3-R012-3

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**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

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CMP-4238.1  
Page 1 of 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4238.1 AMENDATORY ENDORSEMENT (Pennsylvania)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM****1. SECTION I is amended as follows:**

The following is added to Paragraph 1.e. Loss Payment of **SECTION I — CONDITIONS:**

**Notice Of Acceptance Or Denial Of Claim**

(a) Except as provided in Paragraph (c) below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- i. Accept your claim;
- ii. Deny your claim; or
- iii. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

(b) If we have not completed our investigation, we will notify you again in writing within 30 days after the date of the initial notice, as provided in Paragraph (a)iii. above, and thereafter every 45 days. The written notice will state the reason more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.

(c) The notice procedures in Paragraphs (a) and (b) above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim after we receive a properly executed proof of loss.

**2. Paragraph b. under Section II Exclusion 3. Liquor Liability is replaced by the following:****b. This exclusion applies only if you:**

- (1) Manufacture, sell or distribute alcoholic beverages; or
- (2) Serve or furnish alcoholic beverages:
  - (a) As a regular part of your business;
  - (b) For a charge whether or not such activity:
    - i. Requires a license or
    - ii. is for the purpose of financial gain or livelihood; or
  - (c) Without a charge, if a license is required for such activity.

As used in this Exclusion, "charge" does not mean a fee paid to defray expenses resulting from the giving or serving of alcoholic beverages at functions incidental to your business.

**3. The following is added to Coverage M — Medical Expenses Exclusions under SECTION II — MEDICAL EXPENSES:**

**COVERAGE M — MEDICAL EXPENSES** does not apply to funeral services.

**4. SECTION I AND SECTION II — COMMON POLICY CONDITIONS is amended as follows:****a. The following is added to Paragraph 11. Transfer Of Your Rights And Duties Under This Policy:**

If you die, this policy will remain in effect as provided in Paragraphs a. or b. below, whichever is later:

- a. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- b. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium

98-C3-R012-3 003245

M 3240

CMP-4238.1  
Page 2 of 4

due for the policy period shown in the Declarations and any extension of that period.

b. The following is added:

**Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. **Cancellation Of Policies In Effect For:**

**(1) Less Than 60 Days**

If this policy has been in effect for less than 60 days and is not a renewal or continuation with us, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

**(2) 60 Days Or More**

- (a) If this policy has been in effect for 60 days or more or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- i. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit;
- ii. You have made a material misrepresentation which affects the insurability of the risk;
- iii. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has been known during the policy period;
- iv. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as

directly affecting in-force policies;

- v. Material failure to comply with policy terms, conditions or contractual duties; or
- vi. Other reasons that the Insurance Commissioner may approve.

- (b) If we cancel, we will mail or deliver to the first Named Insured written notice of cancellation at least:

- I. 15 days before the effective date of cancellation if we cancel for failure to pay a premium when due as described in Paragraph (2)(a)i. above, unless this policy insures a residential structure as described in (b)ii. below;
- II. 30 days before the effective date of cancellation if this policy covers a residential structure consisting of four or less household units, one of which is occupied by the owner, and we cancel for failure to pay a premium when due as described in Paragraph (2)(a)i. above;
- III. 15 days before the effective date of cancellation if we cancel because you made a material misrepresentation which affects the insurability of the risk, as described in Paragraph (2)(a)ii.; or
- iv. 60 days before the effective date of cancellation if we cancel for any reason described in (2)(a)ii., iv., v., or vi. above.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- c. Notice of cancellation will state the specific reasons for and the effective date



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of cancellation. The policy period will end on that date.

- d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned to the first Named Insured not later than 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned to the first Named Insured not later than 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

Where the amount of premium to be returned cannot be calculated precisely within the required time period for return of premium because:

- (1) The policy was written on the basis of an estimated premium; or
- (2) The policy was issued subject to a premium audit;

unearned premium will be returned to the first Named Insured on an estimated basis.

Once we complete the computation of the exact premium to be returned, an additional return premium or charge will be made to the first Named Insured within 15 days of the final computation.

- f. If this policy insured more than one Named Insured:

- (1) The first Named Insured may affect cancellation for the account of all insureds; and
- (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

#### When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured

shown in the Declarations written notice of the nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

#### Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

#### Consultation Exemption

- a. We, our agents, employees, or service contractors acting on our behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incidental to the application for, issuance, renewal or continuation of a policy of insurance:

- (1) Surveys;
- (2) Consultation or advice; or
- (3) Inspections.

- b. The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that we, our agents, employees or service contractors acting on our behalf, are not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

- c. The Act does not apply:

- (1) If the injury, death or loss occurred during the actual performance of the services and was caused by our negligence or the negligence of our agents, employees or service contractors;



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- (2) To consultation services required to be performed under a written service contract not related to a policy of insurance; or
- (3) If any acts or omissions of ours, our agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

**5. THE FOLLOWING ADDITIONAL PROVISIONS ARE APPLICABLE ONLY TO POLICIES INSURING CONDOMINIUMS:**

- a. SECTION I — CONDITIONS** is amended as follows:

Paragraphs 2.b.(2), 2.b.(6) and 2.b.(7) under Mortgageholders are replaced by the following:

- (2) We will:

- (a) If the condominium is terminated, pay for covered loss to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

- (b) In all other respects, pay for loss to buildings or structures to you or the designated insurance trustee in accordance with Loss Payment of SECTION I — CONDITIONS.

- (6) If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

- (7) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 days before the expiration date of this policy.

- b. The following is added to SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

**Unit-Owner Acts Or Omissions**

No act or omission by any unit-owner or holder of an interest as security for an obligation will void this policy or be a condition to recovery under this policy. But this does not apply to unit-owners or interest holders acting within the scope of their authority on behalf of the association.

All other policy provisions apply.

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Case ID: 181003074

(CONTINUED)



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553-3447.1

## IMPORTANT NOTICE . . . Data Compromise Coverage Now Available



Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

### Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help line;
  - Credit report monitoring; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447.1 (0)



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**ATTACHING INLAND MARINE SCHEDULE PAGE****ATTACHING INLAND MARINE**

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared  
OCT 12 2017  
FD-6007

003244

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Case ID: 181003074  
000-000 v.2 05-31-2011 10/1/11

# **EXHIBIT “B”**

**BENNETT, BRICKLIN & SALTZBURG LLC**

*ATTORNEYS AT LAW*

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BLUE BELL, PA 19422-1900

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November 5, 2018

DIRECT DIAL: (267) 654-1116

EMAIL: [desipio@bbs-law.com](mailto:desipio@bbs-law.com)

**SENT VIA EMAIL**

Leonidas N. Koletas, Esquire  
Law Offices of Leonidas N. Koletas  
101 E. 8<sup>th</sup> Avenue, Suite 208  
Conshohocken, PA 19428

RE: Dollar Plus Furniture, Inc. v. SFIC  
Philadelphia CCP: October Term 2018, No. 03074  
Claim No. 38-1125-2M6  
DOL: 03/21/17  
Our File No. 7615-116582

Dear Mr. Koletas:

I have reviewed Plaintiff's Complaint which includes two counts, breach of contract and bad faith. Please be advised that my client intends to remove this matter to federal court unless you would be willing to stipulate that the amount which your client is seeking to recover, in total, from all the counts of the Complaint does not exceed \$75,000. I have taken the liberty of drafting a Stipulation to cap damages which I am enclosing for your review. If it meets with your approval, please sign same and return it to me as soon as possible.

Please be advised that in the event you cannot stipulate to cap damages at \$75,000.00, my client intends to remove this matter to the United States District Court for the Eastern District of Pennsylvania. We would intend to do so on or after November 13, 2018 if we do not hear from you by November 11, 2018.

Your immediate response to the above inquiry would be greatly appreciated.

Very truly yours,



Yolanda Konopacka DeSipio

YKD:das  
Enclosure

## **EXHIBIT “C”**

## Semon Deborah

---

**From:** Leonidas Koletas <lkoletaslaw@gmail.com>  
**Sent:** Tuesday, November 6, 2018 10:12 AM  
**To:** Semon Deborah  
**Subject:** Re: 40-116582 - Dollar Plus Furniture, Inc. v. SFIC / 38-1125-2M6 (2018-21669-PA): Stipulation to Cap Damages  
**Attachments:** image002.jpg

Are there actually practicing attorneys that would sign these? Feel free to remove. If this goes anywhere, there is no reason to limit my client's bad faith claim. I do, however, find it a brilliant strategy to risk the litigation over a claim for actual damages that was probably less than \$20,000.00.

Very truly yours,  
Leonidas N. Koletas, Esquire

LAW OFFICES OF  
LEONIDAS N. KOLETAS, ESQUIRE  
101 E. Eighth Avenue  
Suite 208  
Conshohocken, PA 19428  
(484) 674-1490  
FAX: (484) 342-0001  
LKOLETASLAW@gmail.com  
[leonidaskoletaslaw.com](http://leonidaskoletaslaw.com)

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On Tue, Nov 6, 2018 at 8:42 AM Semon Deborah <[Semon@bbs-law.com](mailto:Semon@bbs-law.com)> wrote:

Dear Mr. Koletas:

Attached please find a Stipulation to Cap Damages in the above matter.

Thank you.

Debbie Semon



**Deborah A. Semon** | Legal Assistant  
Bennett, Bricklin & Saltzburg LLC  
960 Harvest Drive, Building B - Suite 100 ☐ Blue Bell, PA 19422  
phone: (267) 654-1106 ☐ fax: (267) 654-1122  
[website](#) | [map](#) | [email](#)

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